



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"

Russ Guiney, Director

September 12, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF VARIOUS AGREEMENTS WITH THE COUNTY FLOOD CONTROL
DISTRICT FOR THE USE OF FLOOD CONTROL FACILITIES
FOR PARKS & RECREATION PURPOSES**
(5TH District, 3-Vote Matter)

**JOINT RECOMMENDATION WITH THE DIRECTOR OF PUBLIC WORKS THAT
YOUR BOARD:**

1. Find that the proposed projects are categorically exempt from the California Environmental Quality Act (CEQA) According to Sections of the State CEQA Guidelines and Classes of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, cited herein.
2. Approve and instruct the Directors of Public Works and Parks and Recreation to execute, on behalf of the Los Angeles County Flood Control District (District) and the County of Los Angeles (County), respectively, a Use Agreement, substantially similar to the attached, between the District and County (as User) for provision of a passive park space on the east side of Pickens Canyon Channel in the unincorporated area of La Crescenta, upon approval as to form by County Counsel.
3. Approve and instruct the Directors of Public Works and Parks and Recreation to execute, on behalf of the District and the County, respectively, a Use Agreement, substantially similar to the attached, between the District and County (as User) for provision of a trail along the flood control channel in the unincorporated area of Stevenson Ranch, upon approval as to form by County Counsel.

4. Delegate to the Director of Public Works, acting on behalf of the District, and the Director of Parks and Recreation, acting on behalf of the County, the authority to exercise the three 10 year options authorized under the enclosed Joint Use Agreement 06-13 for the provision of an equestrian trail and staging area at the Lincoln Debris Basin in Altadena.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

These actions will allow Parks and Recreation to provide a variety of park and recreational opportunities to the public on District property. The use of District property, where appropriate, for the provision of both active and passive recreation is one of the strategies that Parks and Recreation is pursuing to address the significant deficiencies in both the availability of park land and recreational amenities throughout the County and especially within unincorporated areas.

Pickens Canyon Channel

The proposed Use Agreement will allow the County to develop, operate and maintain a small pocket park on the east side of Pickens Canyon Channel north of Foothill Boulevard. Upon approval of the Agreement, Parks and Recreation would be allowed to install improvements consisting of landscaping, irrigation and site amenities such as drinking fountains and benches, to create a passive park for the use and enjoyment of residents of the unincorporated area of La Crescenta.

Stevenson's Ranch

The proposed Use Agreement would allow the County to operate and maintain a trail along a portion of the debris basin and flood control channel within Stevenson Ranch on a month to month basis with no definitive term. The segment of trail, which has been constructed by the developer of the property, is part of a larger trail system planned for the area and will provide residents of this unincorporated community an opportunity to engage in healthy lifestyle activities such as walking and jogging.

Lincoln Debris Basin

On November 10, 2005, the Director of Public Works and the Director of Parks and Recreation, under delegated authority, executed Joint Use Agreement No. 06-13 to allow the County to utilize a portion of the Lincoln Debris Basin for an equestrian trail and staging area linking to the Chaney Trail Connector. The initial term of the Joint Use Agreement was for a period of three years. Section 3.A of the Agreement allows the Agreement to be extended for up to three 10-year terms subject to Board of Supervisors' approval. The recommended action would allow the Director of Public Works and the Director of Parks and Recreation to have delegated authority from your

Board to exercise those options if the two directors determine that the continued joint use of the facility is mutually beneficial.

Implementation of Strategic Plan Goals

These actions are consistent with the Strategic Plan Goal of Fiscal Responsibility by utilizing existing land in the public domain for community benefit. In addition, the action will further the Strategic Plan Goals of Service Excellence, Children and Families Well Being and Community Service by providing a variety of recreational and open space amenities to residents of unincorporated areas.

FISCAL IMPACT/FINANCING

Development for the Pocket Park in La Crescenta will be funded from Park In Lieu Fees available in Park Planning Area No. 38. A cost estimate for the improvements will be prepared when more information is available.

Parks and Recreation anticipates a minor increase in its operating budget upon development of the pocket park along Pickens Canyon Channel and upon assuming maintenance of the trail in Stevenson Ranch. Parks and Recreation will work with the CAO's office to finalize the maintenance costs and available funding for the 2007-08 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed and approved these agreements as to form.

ENVIRONMENTAL DOCUMENTATION

The projects in the Use Agreements and Joint Use Agreement are categorically exempt from CEQA according to Sections 15301, 15303(d), 15304(a)(b) of the State CEQA Guidelines and Classes 1, 3,(a)(b), 4(a)(c), 5(a) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the projects provide for minor alteration and operation of existing facilities and alteration to land and land-use limitations.

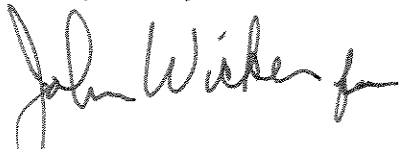
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed actions will provide for continued and enhanced recreational opportunities for residents of Los Angeles County.

CONCLUSION

Please return one adopted copy of this letter to Parks and Recreation, Contracts Division, and to Public Works.

Respectfully submitted,



Russ Guiney
Director



for Donald Wolfe
Director of Public Works

RG:KW

Enclosures (3)

c: Executive Officer-Clerk of the Board of Supervisors
Auditor-Controller (Accounting Division - Asset Management)
Chief Administrative Office
County Counsel

AGREEMENT NO.
PICKENS CANYON CHANNEL
PARCEL NO. 53
THOMAS GUIDE PAGE NO. 534 H/2
DISTRICT MAP NO. 59A-RW1
PCA NO. M0222012

USE AGREEMENT

This Use Agreement, entered into on _____, 2005, by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic,

herein referred to as "DISTRICT"

and

COUNTY OF LOS ANGELES, a body corporate and politic

herein referred to as "USER"

W I T N E S S E T H

WHEREAS, the DISTRICT owns fee title for that portion of the property located on the east side of Pickens Canyon Channel, north of Foothill Boulevard, in the unincorporated territory of the County of Los Angeles, State of California, and more specifically shown hachured on Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as PREMISES; and

WHEREAS, the USER desires to place irrigation systems and landscape, hereinafter referred to as "Improvements", along the DISTRICT's fee property within limits as indicated above; and

WHEREAS, the DISTRICT and the USER desire to enter into this Use Agreement to establish the construction, operation, maintenance, and financial obligations of each party.

NOW, THEREFORE, in consideration of the promises and faithful performance by USER and DISTRICT of mutual covenants herein contained, for the period of time herein set forth, the DISTRICT and USER hereto mutually agree as follows:

SECTION I

USER AGREES:

1. To bear all costs to prepare plans and specifications and the placing of the Improvements, and all other costs of any nature whatsoever which are necessary for the USER's use of the PREMISES.
2. To obtain approval of the plans and specification for placing of the Improvements in the form of a no-fee permit from DISTRICT's Construction Division, Subdivision and Permits Unit, prior to any work performed on PREMISES. USER shall also secure DISTRICT's prior approval as set forth herein, and revise the permit for any changes made to the approved plans and specifications.
3. To bear all costs for the installation, operation, and maintenance of all Improvements, including but not limited to landscaping and its irrigation system constructed or placed on the PREMISES by USER made pursuant to this Use Agreement.
4. To provide DISTRICT with approved As-Built plans.
5. To keep, inspect and maintain the PREMISES and Improvements in a safe, clean, and orderly condition at all times during the term of this Use Agreement and not permit rubbish, beverage cans, bottles, garbage, etc., to accumulate at any time, nor to commit, suffer, or permit any waste on the PREMISES and Improvements or any acts to be done in violation of any laws or ordinances.
6. To remove graffiti from the PREMISES, the Improvements, and any walk, fences, and signs on the PREMISES.
7. If property of DISTRICT is damaged by USER or any person entering the PREMISES with the consent of the USER, either expressed or implied, USER shall replace or repair the damaged property within a reasonable time to the satisfaction of the DISTRICT or compensate the DISTRICT for the damage within thirty (30) days of billing.
8. All Improvements installed by USER will be subject to removal by USER at DISTRICT's request, and cost for removal, and restoration of PREMISES shall be borne by USER. At the expiration or sooner termination of this Use Agreement, USER shall, at its own expense, restore the PREMISES to the satisfaction of DISTRICT, to a condition similar or better to that which existed on the Commencement Date (defined in Section III, subsection 9), reasonable wear and tear excepted. If USER fails to remove the Improvements and restore the PREMISES

within thirty (30) days after receipt of notice by DISTRICT, DISTRICT may remove the improvements itself and the USER agrees to reimburse DISTRICT for any and all expenses incurred within thirty (30) days of billing.

9. In accordance with Government Code Section 895.4, DISTRICT and USER agree to apportion responsibility and indemnification notwithstanding any other provision of law as follows:
- USER agrees to indemnify, defend, and hold harmless DISTRICT, its governing board, officers, employees, engineers, contractors, or agents against any claims of any nature whatsoever, arising from or in connection with the construction, reconstruction, maintenance, operation, or removal of any improvements constructed or maintained by USER on, above or under the PREMISES or arising from any and all uses of the PREMISES by USER. This indemnification, defense and hold harmless specifically includes any claim, loss, and/or demand brought against DISTRICT from or on behalf of any pedestrians traveling on the way to, or leaving, the PREMISES.
 - DISTRICT shall not be liable for any loss occurring due to the operation of the PREMISES; injury, loss, death to any person whomsoever; any damage or destruction to the PREMISES, at any time, occasioned by or arising out of, indirectly, solely, or contributorily by: (a) any act, activity or omission of USER or anyone holding under USER; (b) the occupancy or use of the PREMISES or any part thereof, by or under USER; and/or (c) any state or condition of the PREMISES or any part thereof.
 - USER releases DISTRICT and waives all right to damages for any loss, costs, or expenses USER may sustain as a result of damage to or destruction of USER's improvements to the PREMISES attributable to DISTRICT's flood control or water conservation function or flooding caused by inadequacy or failure of DISTRICT's facilities.
 - Each party agrees to include the other within the protection of any indemnification clause contained in any contract relating to the PREMISE.

10. Without limiting USER's indemnification of the DISTRICT, USER shall maintain coverage in the amounts equivalent to the following commercial insurance coverage:
- X Coverage for comprehensive general liability and property damage with a combined single limit liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000), per occurrence.
 - Worker's Compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the DISTRICT and USER against any loss, claim or damage arising from any injuries or occupation diseases occurring to any worker employed by or any person retained by USER in the course of carrying out the work or services contemplated in this Use Agreement.
 - X The Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insured on all policies of liability insurance. USER shall furnish to DISTRICT with a Certificate of Insurance evidencing USER's insurance coverage no later than (10) working days after execution of the Agreement, but before USER takes possession of the PREMISES. Upon renewal of said policy USER shall furnish DISTRICT with a Certificate evidencing USER'S continued insurance coverage as required herein.

SECTION II

DISTRICT AGREES:

1. To review plans and specifications for the Improvements, and notify USER of its approval.
2. To grant USER permission to use DISTRICT's right of way for purposes stated herein.
3. To inspect the PREMISES for compliance with approved plans and specifications.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. USER and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
2. Use of the PREMISES shall be subordinate to the needs of the DISTRICT. DISTRICT reserves rights to access the PREMISES at any time, with or without prior notice to USER. The DISTRICT also reserves the right to cancel this Use Agreement, should, in its opinion, there develop a substantial incompatibility between the USER's permitted use herein and DISTRICT's uses arising from any cause whatsoever. Said use shall be terminated thirty (30) days after notification in writing by the DISTRICT. USER also agrees to perform any required modifications or to relocate or remove any of its improvements within the PREMISES upon written receipt of notice from DISTRICT if in the sole opinion of the DISTRICT, it is determined that USER's improvements interfere with the DISTRICT's uses.
3. The parties expressly recognize and intend that in consideration of this Use Agreement which is solely for USER's benefit, that DISTRICT is not to incur any liability whatsoever, for any injury, death, or property damage arising from any use of the PREMISES or Improvements by persons who gain entry through openings or areas provided for USER's use even in the event that the injury, death, or damage is caused by DISTRICT's ordinary negligence and not willful or gross negligence.
4. USER waives all rights to damages and releases DISTRICT of all liability for any loss, cost or expense USER may sustain as a result of damage to or destruction of its Improvements for any reason whatsoever.
5. DISTRICT, its Board, any authorized officer, engineer, employee, contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Use Agreement all without interference or hindrance by USER, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.
6. USER hereby warrants and represents that it will not cause or allow to be caused, the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of DISTRICT.

7. USER shall be the lead agent and will provide the necessary environmental clearances and any other permits as required by law.
8. Use of the PREMISES is limited to landscaping and irrigation.
9. The term of this Use Agreement shall be month to month and shall commence upon execution by the DISTRICT (Commencement Date). This Use Agreement and any subsequent permit(s) affecting the PREMISES issued by the DISTRICT, shall terminate upon thirty (30) days' written notice from DISTRICT or designee to USER, at DISTRICT 's sole discretion.
10. Any amendment to this Use Agreement shall be executed by the DISTRICT's Chief Engineer or his designee.
11. Any notice to be given or document to be delivered by DISTRICT or USER to the other party may be delivered in person to either party or by private courier or may be deposited in the United States mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended as follows:

TO DISTRICT: County of Los Angeles
Department of Public Works
P.O. Box 1460
900 South Fremont Avenue
Alhambra, CA 91802-1460
Attention Mapping & Property Management Division

TO USER: County of Los Angeles
Department of Parks and Recreation
433 S. Vermont Avenue
Los Angeles, CA 90020
Attn: Contracts Division

IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT and the COUNTY OF LOS ANGELES, both bodies corporate and politic, by order of their Boards of Supervisors, having caused this Use Agreement to be subscribed by the Directors of Public Works and the Director of Parks and Recreation.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
A body corporate and politic

COUNTY OF LOS ANGELES,
a body corporate and politic

BY _____
Director of Public Works

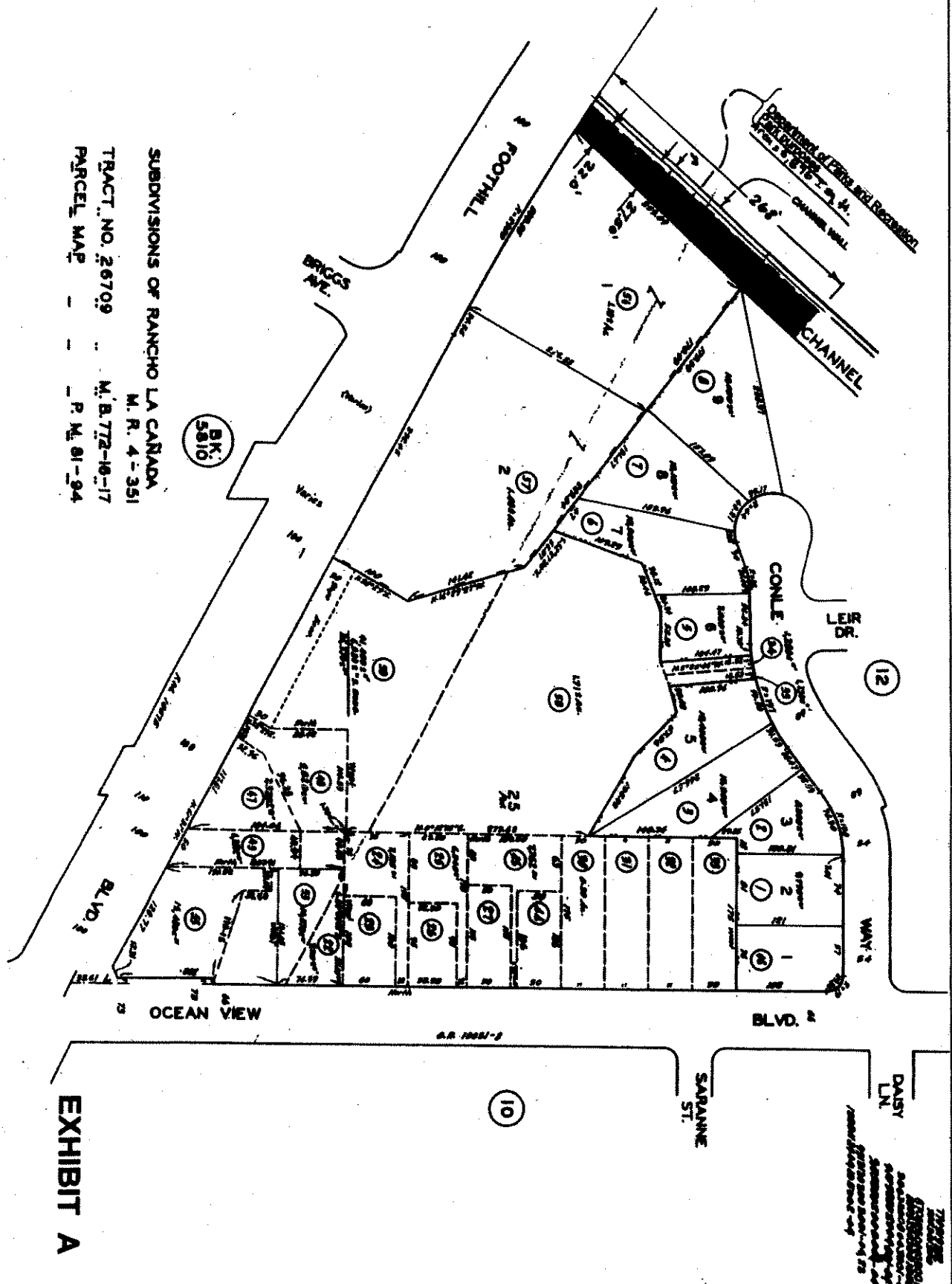
BY _____
Director of Parks & Recreation

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.,
County Counsel

By: _____
Senior Deputy

4082
4084
4088

SUBDIVISIONS OF RANCHO LA CAÑADA
M. R. 4 - 351
TRACT NO. 26709
M.B. 772-16-17
PARCEL MAP
P.M. 81-94



AGREEMENT NO.
PRIVATE DRAIN NO. 2528
THOMAS GUIDE PAGE 4640, C1
FIFTH DISTRICT

USE AGREEMENT

This Use Agreement, entered into on _____, 200_____, by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,

hereinafter referred to as DISTRICT

and

COUNTY OF LOS ANGELES,
a body corporate and politic,

hereinafter referred to as USER

WITNESSETH

WHEREAS, the DISTRICT owns a fee title for that portion of a debris basin and flood control channel known as Private Drain No. 2528, located north of Pico Canyon Road, west of The Old Road, east of Stevenson Ranch Road and south of Steinbeck Avenue in the unincorporated area of Stevenson Ranch, County of Los Angeles, State of California; and

WHEREAS, the USER desires to operate and maintain a pedestrian riding and hiking trail, hereinafter referred to as the TRAIL, along the south side of DISTRICT's fee property within the limits as indicated above, as part of the above-described project; and

WHEREAS, the DISTRICT, while performing the primary function of flood control and water conservation, is willing to cooperate where feasible with the USER, in the USER's operation and maintenance of the TRAIL and all non-standard Flood Control improvements, which include decomposed granite for the trail surface, landscaping adjacent to the trail, three pedestrian gates and fencing and ranch rail fencing on both sides of the channel, and hereinafter are referred to as the IMPROVEMENTS. The location of TRAIL and IMPROVEMENTS are more particularly shown on Exhibit A attached hereto and made a part hereof and referred to as PREMISES and shall include both side of the channel.

WHEREAS, the DISTRICT and USER desire to enter into this Use Agreement to establish the operation, maintenance, and financial obligations of each party for TRAIL and IMPROVEMENTS.

NOW, THEREFORE, in consideration of the promises and faithful performance by USER and DISTRICT of mutual covenants herein contained, for the period of time herein set forth, the DISTRICT and USER hereto mutually agree as follows:

SECTION I

USER AGREES:

1. To bear all costs for the operation and maintenance of the TRAIL and IMPROVEMENTS, including but not limited to landscaping and its irrigation system constructed or placed on the PREMISES and all other costs of any nature whatsoever which are necessary for USER's use of the PREMISES.
2. To obtain approval in the form of a no fee permit for any reconstruction within PREMISES with corresponding plans.
3. To keep, inspect, and maintain the PREMISES in a safe, clean, and orderly condition at all times during the term of this Use Agreement and not permit rubbish, tin cans, bottles, garbage, etc., to accumulate at any time, nor to commit, suffer, or permit any waste on the PREMISES or any acts to be done in violation of any laws or ordinances.
4. To remove graffiti from the PREMISES and IMPROVEMENTS and any walk, and fences, which are adjacent to the PREMISES.
5. To close all gates and take all actions necessary to render the PREMISES inaccessible to public access in the event USER abandons its operation and maintenance of the PREMISES and IMPROVEMENTS, or during periods of precipitation, inclement weather, or when notified by DISTRICT or to permit DISTRICT to close the pedestrian gates as the DISTRICT deems appropriate.
6. In accordance with Government Code Section 895.4, DISTRICT and USER agree to apportion responsibility and indemnification notwithstanding any other provision of law as follows:
 - USER agrees to indemnify, defend, and hold harmless DISTRICT, its governing board, officers, employees, engineers, contractors, or agents against any claims of any nature whatsoever, arising from or in connection with the construction, reconstruction, maintenance, operation, or removal of IMPROVEMENTS constructed or

maintained by USER on, above, or under the PREMISES not in or arising from any and all uses of the PREMISES by USER. This indemnification, defense, and hold harmless, specifically includes any claim, loss, and/or demand brought against DISTRICT from or on behalf of any pedestrians traveling on the way to, or leaving, the PREMISES.

- DISTRICT shall not be liable for any loss occurring due to the operation of the PREMISES; injury, loss, death to any person whomsoever; any damage or destruction to the PREMISES, at any time, occasioned by or arising out of, indirectly, solely, or contributorily by: (a) any act, activity, or omission of USER or anyone holding under USER; (b) the occupancy or use of the PREMISES or any part thereof, by, or under USER; and/or (c) any state or condition of the PREMISES or any part thereof.
 - USER releases DISTRICT and waives all right to damages for any loss, costs, or expenses USER may sustain as a result of damage to or destruction of USER's to the PREMISES attributable to the DISTRICT's flood control or water conservation function or flooding caused by inadequacy or failure of DISTRICT's facilities.
 - Each party agrees to include the other within the protection of any indemnification clause contained in any contract relating to the PREMISE.
7. Without limiting USER'S indemnification of the DISTRICT, USER shall at its own expense take out and maintain in force, at all times during the term of this Agreement, a policy or policies of insurance covering PREMISES. As a minimum, the policy shall meet the following criteria:
- Comprehensive general liability insurance with general aggregate coverage not less than TWO MILLION DOLLARS (\$2,000,000), and ONE MILLION DOLLARS (\$1,000,000) coverage per occurrence and automobile liability coverage in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per accident.
 - THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, its governing board, officers, and employees shall be named as Additional Insured on all policies of liability insurance.
 - The Agreement and its number (found on the cover page) shall be referenced as the insured PREMISES.

DISTRICT acknowledges that the USER is self-insured for general liability and automobile liability and shall furnish a Certificate of Self-Insurance evidencing such coverage in the required limits.

SECTION II

DISTRICT AGREES:

1. DISTRICT agrees to provide a no fee permit upon request for any reconstruction within PREMISES.
2. To grant USER permission to use DISTRICT's right of way for purposes stated herein.
3. To inspect the PREMISES and IMPROVEMENTS for compliance with each party's obligation stated herein and to notify USER as needed.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. USER and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
2. Use of the PREMISES shall be subordinate to the basic flood control, water conservation, and watershed purposes as determined by the DISTRICT's Chief Engineer and shall in no way conflict with this purpose. The DISTRICT reserves the right to cancel this Use Agreement, should, in its opinion, there develop a substantial incompatibility between the USER's permitted use herein and DISTRICT's uses for flood control and water conservation, watershed, utility, or transportation purposes, arising from any cause whatsoever. Said use shall be terminated thirty (30) days after notification in writing by the DISTRICT's Chief Engineer. USER also agrees to perform any required modifications or to relocate or remove any of its IMPROVEMENTS within the PREMISES upon written receipt of notice from DISTRICT if in the sole opinion of the DISTRICT, it is determined that USER'S IMPROVEMENTS interfere with the DISTRICT's primary function of flood control, water conservation, and watershed management purposes.
3. The parties expressly recognize and intend that in consideration of this Use Agreement which is solely for USER's benefit, that DISTRICT is not to incur any liability whatsoever, for any injury, death, or property damage arising from any use of the PREMISES or IMPROVEMENTS by persons who gain entry through openings or areas provided for USER's use even in the event that the injury, death, or damage is caused by DISTRICT's

ordinary negligence and not willful or gross negligence. Should any person or persons enter the DISTRICT's adjacent right of way in the vicinity of the PREMISES, it shall be presumed, unless proved otherwise by USER, that such person or persons gained entry through openings provided by USER's use.

4. USER waives all rights to damages and releases DISTRICT of all liability for any loss, cost, or expense USER may sustain as a result of damage to or destruction of its facilities on or adjacent to the premises caused by the inadequacy or failure of DISTRICT's flood control or water conservation facilities.
5. DISTRICT, its Board, any authorized officer, engineer, employee, contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Use Agreement all without interference or hindrance by USER, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.
6. USER hereby warrants and represents that it will not cause or allow to be caused, the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of DISTRICT.
7. Use of the PREMISES on TRAIL is limited to pedestrian and bicycles or any other use the DISTRICT and USER may from time to time agree to as memorialized in a written document and approved pursuant to No. 9 below.
8. The term of this Use Agreement shall be month to month and shall commence upon execution by the DISTRICT (Commencement Date). This Use Agreement and any subsequent permit(s) affecting the PREMISES issued by the DISTRICT, shall terminate upon thirty (30) days' written notice from DISTRICT or designee to USER, at DISTRICT's sole discretion.
9. Any notice to be given or document to be delivered by DISTRICT or USER to the other party may be delivered in person to either party or by private courier or may be deposited in the United States mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended as follows:

To DISTRICT:

Los Angeles County Flood Control District
P.O. Box 1460
900 South Fremont Avenue
Alhambra, CA 91802-1460
Attention: Mapping & Property Management

To USER:

County of Los Angeles
Department of Parks and Recreation
433 South Vermont Avenue
Los Angeles, CA 90020
Attention: Administrative Services Agency

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IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT and the COUNTY OF LOS ANGELES, both bodies corporate and politic, by order of their Boards of Supervisors, having caused this Use Agreement to be subscribed by the Directors of Public Works and Director of Parks and Recreation.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
A body corporate and politic

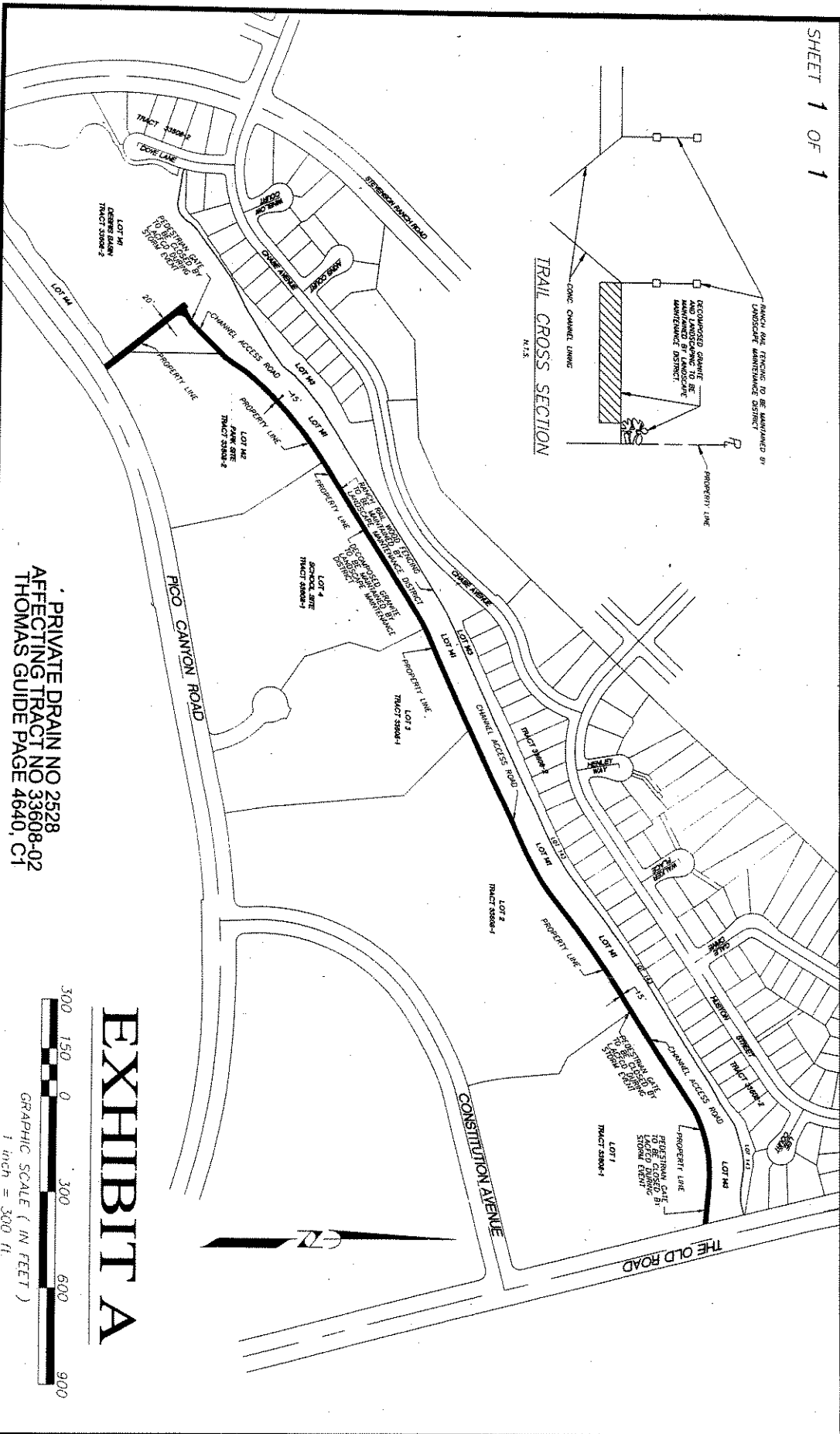
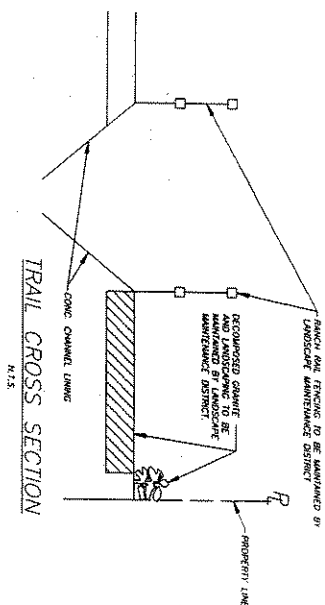
COUNTY OF LOS ANGELES,
a body corporate and politic

BY _____
Director of Public Works

BY _____
Director of Parks and Recreation

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.,
County Counsel

By: _____
Senior Deputy



PRIVATE DRAIN NO 2528
AFFECTING TRACT NO 33608-02
THOMAS GUIDE PAGE 4640, C1

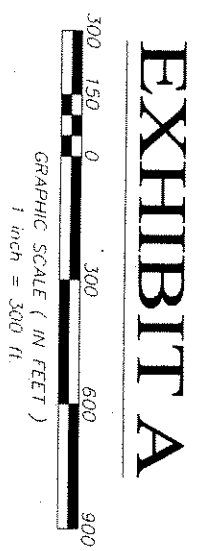


EXHIBIT A

Agreement No 06-13

ALTADENA SYSTEM
LINCOLN DEBRIS BASIN AND DEBRIS
DISPOSAL AREA

Parcels:	67A, 56 and 56A, and 24
R/W Map No.	37-RW-6.1 and 6.2
Assessor's Parcel Nos.	5830-013-926 5830-013-927 5830-013-902
Thomas Brothers Map Book Page/Grid No.	535 (G4)

JOINT USE AGREEMENT

Date as of November 10, 2005

By and between

Los Angeles County Flood Control District

and

County of Los Angeles

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JOINT USE AGREEMENT

This Use AGREEMENT, entered into and is effective this 10th day of November 2005, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT), and the COUNTY OF LOS ANGELES, on behalf of the Department of Parks and Recreation, a body corporate and politic (hereinafter referred to as USER).

RECITALS

WHEREAS, DISTRICT holds fee title to property known as the Lincoln Debris Basin and Debris Disposal Area; and

WHEREAS, USER desires to use a portion of the DISTRICT's property for equestrian purposes to include a drop off point for horses, provide water facilities for the horses, parking for vehicles and horse trailers, and use of an equestrian trail that connects to the Chaney Trail Connector and for no other purpose; and

WHEREAS, the DISTRICT has determined that USER's use of said portion of the DISTRICT's property for the above-referenced purposes is compatible with the DISTRICT's use of its property for flood control, water conservation, and/or watershed management purposes; and

WHEREAS, USER desires to use DISTRICT's property upon the terms and conditions set forth in this AGREEMENT.

NOW THEREFORE in consideration of the covenants and conditions set forth herein, DISTRICT and USER agree as follows:

ARTICLE 1. DESCRIPTION AND ACCEPTANCE OF PREMISES

A. Description

DISTRICT by and through its Board of Supervisors, authorizes the use of that property described in Exhibit A attached hereto, known as the Lincoln Debris Basin and Debris Disposal Area, located north of Loma Alta Drive in the Altadena area of County of Los Angeles, State of California (hereinafter referred to as Premises). The Premises are comprised of Area A, Area B, and Area C as described in Exhibit A attached hereto.

B. Acceptance

USER accepts the Premises in the condition existing as of the date this AGREEMENT is executed, except as otherwise provided herein, subject to all matters of record.

ARTICLE 2. USE

A. Description

USER has the right to construct, reconstruct, maintain, and operate the following: parking stalls and other appurtenant structures for vehicular parking purposes and ingress and egress on the Premises located in Area A; horse drop off, horse ties, water trough, and fences located in Area B; and use of the existing horse trail located in Area C. However, construction or reconstruction of any kind shall not commence until USER submits the plans and specifications for such construction or reconstruction to, and receives approval in writing by, the Chief Engineer of the DISTRICT or his designee.

B. Interference with flood control

USER agrees that its use of the Premises shall not adversely affect DISTRICT's facilities and/or operations. If DISTRICT determines, in its sole discretion, that the use of the Premises by USER adversely affects flood control or if such use has not been approved in accordance with the provisions of this AGREEMENT, USER shall, upon receipt of notice thereof from DISTRICT, immediately cease such use. USER shall bear any expenses associated with the cessation of such use, and shall have no rights or claims therefore against DISTRICT.

ARTICLE 3. USE TERM

The term of this AGREEMENT shall be effective for a period of three (3) years beginning upon execution by District's Chief Engineer or his designee (hereinafter referred to as the Term).

A. Option to Extend

USER shall have the right to extend this AGREEMENT for three (3) additional ten (10) year terms, under the same terms and conditions and with the written consent of DISTRICT and subject to Board of Supervisors' approval by providing DISTRICT with written notice within six (6) months prior to termination of this AGREEMENT.

B. Cancellation

DISTRICT and USER shall each have the right to unilaterally cancel this AGREEMENT by giving the other party as least ninety (90) days' prior written notice.

ARTICLE 4. CONSIDERATION

As consideration for DISTRICT entering into this AGREEMENT, USER at its sole cost and expense, shall maintain all the improvements constructed on the Premises pursuant to this AGREEMENT, at no cost to DISTRICT.

ARTICLE 5. FLOOD CONTROL AND WATER CONSERVATION AND WATERSHED MANAGEMENT PRIORITY

Use of the Premises by USER pursuant to this AGREEMENT, shall be subordinate to DISTRICT's use thereof for present and future flood control, water conservation, and watershed management purposes as determined by the DISTRICT and shall not interfere or conflict with DISTRICT's use.

It is understood by the parties hereto that construction projects of DISTRICT and others authorized by DISTRICT, may be carried on within the Premises. USER hereby agrees that, USER, its officers, agent, employees, contractors, permittees, licensees, and their respective employees shall not unreasonably hinder or delay any construction project authorized by DISTRICT.

ARTICLE 6. CONSTRUCTION AND ALTERATION

A. USER's Right to Construct and Alter

- (1) USER has the right to construct (or cause to be constructed) the improvements necessary for the uses set forth in Article 2 subject to Articles 2B., 5, and 6.A (2). All such improvements constructed or located on the Premises shall be the property of USER. Upon the expiration or sooner cancellation or termination of this AGREEMENT (unless upon such expiration, cancellation, or termination a new AGREEMENT is executed) said improvements shall be disposed of in accordance with Article 7.
- (2) The construction, reconstruction, alteration, remodeling, repair, or removal of any improvements shall not commence until USER's preliminary and final plans and specifications therefore have been submitted to and approved in writing by DISTRICT's Chief Engineer or designee, by issuance of a no-fee construction permit and are in accordance with the terms and conditions of this AGREEMENT. In accordance with Article 6.C., USER shall obtain and bear the cost of all permits for such work.
- (3) It is understood by USER that such approval by DISTRICT does not imply, confer or constitute any entitlement as to what is permitted and may be constructed on the Premises.

- (4) Such written approval for construction, reconstruction, remodeling, repair, or alteration, with the exception of removal, shall not be unreasonably withheld unless DISTRICT, at its sole discretion, determines that the proposed construction, reconstruction, remodeling, repair, or alteration, will interfere with the operation and maintenance of said DISTRICT facility.
- (5) USER shall submit, to DISTRICT, As Built Construction Drawings within thirty (30) days of issuance by the Permits and Subdivision Section, Construction Division of the County of Los Angeles Department of Public Works of a Notice of Completion for the improvements.

B. Approval by DISTRICT as to Compatibility

Approval by DISTRICT of plans and specifications submitted by USER shall be as to compatibility with DISTRICT's facilities and shall not be interpreted or inferred as an endorsement or approval as to the design, accuracy, correctness, or authenticity of the information shown thereon. USER shall comply with all applicable requirements, rules, regulations, and ordinances pertaining to the construction of USER's improvements on the Premises.

C. Responsibility of USER to Obtain Permits

USER shall arrange for, obtain, and bear costs of all applicable permits, including plan check and inspection fees, licenses, environmental impact reports, site preparation, surface treatment, relocation of any facilities, and enclosure of the Premises, as necessary or required for health or safety for the construction of any improvements within the Premises as used by USER.

D. Incorporation of Permit by Reference

As a condition of this AGREEMENT, USER agrees to perform the covenants and conditions contained in any such permit issued or to be issued to USER by DISTRICT's Chief Engineer or his designees. In the event of any inconsistencies or ambiguities between the terms of the AGREEMENT and any permit issued, the AGREEMENT shall prevail.

ARTICLE 7. OWNERSHIP AND DISPOSITION OR IMPROVEMENTS

A. Ownership

The improvements and equipment constructed or installed on the Premises by USER or acquired by USER during the Term, as authorized pursuant to this AGREEMENT, shall remain USER's property during the Term.

B. Termination and Removal

- (1) Prior to termination of this AGREEMENT, USER shall remove all improvements on the Premises, as directed and to DISTRICT's satisfaction and at USER's sole cost and expense.
- (2) The actual cost of removal and any restoration of the Premises required shall be paid by USER.

ARTICLE 8. REPAIRS AND MAINTENANCE

A. USER's Responsibility for Repairs and Maintenance

- (1) USER, at its sole cost and expense, shall maintain the Premises, including but not limited to, all landscaping and improvements constructed thereon, in good repair and in compliance with all applicable requirements of law and usual industry standards.
- (2) USER shall take all steps necessary to protect all DISTRICT-owned improvements and property located within or adjacent to the Premises from damage. USER shall be liable for damage to all DISTRICT-owned improvements resulting from or attributable to the use and occupancy of Premises pursuant to this AGREEMENT.
- (3) USER shall repair or remove any and all damage that USER has made or caused to its own improvements, at no cost to DISTRICT. At DISTRICT's sole discretion, and at USER's sole cost and expense, USER shall repair and/or remove any and all DISTRICT-owned improvements that are damaged by USER. Should damages be caused by the presence of hazardous substances, USER shall take remedial actions as specified in Article 18.
 - a. USER shall immediately remove from and keep its improvements on the Premises, free of any graffiti, trash, and debris.
 - b. USER shall commence such repairs or removal within thirty (30) days of the incident causing the damage. Prior to USER's repair or removal of said damage, USER shall notify DISTRICT in writing. Where DISTRICT-owned improvements are affected, USER shall obtain DISTRICT's prior written approval.
 - c. If USER fails to repair said damages within thirty (30) days in accordance with DISTRICT's written specifications, DISTRICT may enter Premises with or without notice and repair said damage.

- d. Should DISTRICT repair or remove said damages, USER shall reimburse DISTRICT for any and all expenses incurred.
- (4) USER shall otherwise observe and comply with any and all public laws, ordinances, and regulations applying to Premises during the Term of this AGREEMENT.
- (5) Notwithstanding the above, DISTRICT shall not be obligated to make any repairs, alterations, additions, or improvements in, on, or to Premises or in, on, or to any structure or other improvements hereinafter erected or installed thereon by USER, whether structural or nonstructural, ordinary or extraordinary, foreseen, or unforeseen.
- (6) DISTRICT shall exercise its best efforts to avoid causing damage to USER's improvements on the Premises.

B. Emergency Conditions

In the event of an emergency, USER shall take all steps necessary to abate the conditions. Emergency conditions are defined as situations in which lives are endangered or material or substantial environmental damage will result if required work is delayed pending approval by DISTRICT. USER agrees that if work is done under emergency conditions, USER shall within seven (7) days from the occurrence of the emergency, request approval in writing from DISTRICT for the work performed as required herein.

C. Approvals by DISTRICT

- (1) For all repairs, USER shall comply with each and every condition for Article 6, except for repairs where the cost to repair does not exceed \$5,000: which repairs shall conform with local building codes, as applicable.
- (2) DISTRICT's Chief Engineer or designee may release USER from any such condition only upon prior written Request for Release from Construction Conditions setting forth each and every condition from which USER seeks release.

ARTICLE 9. INSURANCE AND INDEMNITY

A. Insurance

Without limiting USER's indemnification of the DISTRICT, USER shall maintain coverage in the amounts equivalent to the following commercial insurance coverage:

- Comprehensive general liability and property damage with a combined single limit liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000), per occurrence.
- Automobile Liability Insurance with coverage of no less than ONE MILLION DOLLARS (\$1,000,000) per accident
- Worker's Compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the DISTRICT and USER against any loss, claim or damage arising from any injuries or occupation diseases occurring to any worker employed by or any person retained by USER in the course of carrying out the work or services contemplated in this USE AGREEMENT.
- The Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insured on all policies of liability insurance. USER shall furnish to DISTRICT with a Certificate of Insurance evidencing USER's insurance coverage no later than ten (10) working days after execution of the AGREEMENT, but before USER takes possession of the PREMISES. Upon renewal of said policy USER shall furnish DISTRICT with a Certificate evidencing USER'S continued insurance coverage as required herein.

The DISTRICT may accept, should USER elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein. The Los Angeles County Flood Control District, the County of Los Angeles, and their governing Board, officers, agents and employees shall be named as additional insureds.

B. Indemnity

In accordance with Government Code Section 895.4, DISTRICT and USER agree to apportion responsibility and liability notwithstanding any other provision of law as follows:

- (1) USER agrees to indemnify, defend, and hold harmless DISTRICT, its governing Board, officers, employees, engineers, contractors, and agents against any claims of any nature whatsoever, arising from or in connection with the construction, reconstruction, maintenance, operation, repair, or removal by USER of any improvements on, above, or under the Premises or arising from any and all uses of the Premises by USER.
- (2) DISTRICT shall not be liable for any loss occurring due to the operation of the Premises by USER; injury, loss, death to any person whomsoever; any damage or destruction to the Premises, at any time, occasioned by or arising out of, indirectly, solely, or contributorily by: (a) any act, activity or omission of USER or anyone holding under USER; (b) the occupancy or use of the Premises or any part thereof, by or under USER; and/or (c) any state or condition of the Premises caused by or relating to USER's improvements thereon or any part thereof.
- (3) USER releases DISTRICT and waives all right to damages for any loss, costs, or expenses USER may sustain as a result of damage to or destruction of USER's improvements to the Premises attributable to DISTRICT's flood control, water conservation, or watershed management functions or flooding caused by inadequacy or failure of DISTRICT's facilities.

ARTICLE 10. ASSIGNMENT AND SUBLETTING

USER shall not assign this AGREEMENT or any interest herein granted or the improvement(s) on the Premises or any part thereof or any right or privilege appurtenant thereto.

USER shall not have the right to sublease any portion of the Premises or its improvements thereon or any part thereof.

ARTICLE 11. LIENS OR ENCUMBRANCES

USER shall not cause or allow any liens or encumbrances to be created or recorded against the Premises as a result of construction, reconstruction, remodeling, repair, or alteration by USER pursuant to this AGREEMENT.

ARTICLE 12. DEFAULT

Any and all of the following actions shall constitute an event of default under this AGREEMENT on the part of USER:

- A. Failure to pay any other monies due DISTRICT within sixty (60) days after receipt of written notice by USER.

- B. Failure to pay any claims, demands, judgments, or other charges when due for which USER is responsible under this AGREEMENT.
- C. USER maintaining, committing, or permitting the maintenance or commission of a nuisance upon Premises.
- D. USER using or allowing Premises to be used for any unlawful purpose, or for any purpose that violates the terms of any recorded instrument affecting the Premises.
- E. USER violating any law, ordinance, or regulation applicable to the Premises.
- F. Failure to repair or maintain Premises as provided in this AGREEMENT.
- G. Failure to perform or a breach of any other covenant, condition, or restriction provided in this AGREEMENT.

ARTICLE 13. REMEDIES FOR DEFAULT

In the event of a default, DISTRICT shall have the right to terminate this AGREEMENT by giving USER no less than thirty (30) days' prior written notice. DISTRICT shall not have the right to terminate this AGREEMENT if, within thirty (30) days after DISTRICT's written notice, USER cures the default and provides DISTRICT with notice thereof.

ARTICLE 14. HAZARDOUS SUBSTANCES

A. Definition

For purposes of this AGREEMENT, the term hazardous substances shall be deemed to include:

- Hazardous, toxic, or radioactive substances as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, crude oil, or byproducts of crude oil other than which exists on the property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8;
- Substances which require investigation or remediation under any Federal, State, or local statute, regulation, ordinance, order action, policy, or common law.

- That which is or becomes defined as hazardous waste, hazardous substances, pollutant or contaminant under any Federal, State or local statute, regulation, ordinance or amendment thereto, including without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and/or the Resource Conservation and Recovery Act (RCRA);
- Substances, present on or about the Premises that cause or threaten to cause a nuisance thereupon, or to adjacent properties, or pose, or threaten to pose a hazard to the health or safety of persons on or about such property;
- Without limitation, substances containing gasoline, diesel fuel, or other petroleum hydrocarbon

B. Warranties and Representations

- (1) USER hereby warrants and represents that it will not intentionally cause or the presence of hazardous substances to be brought to the Premises or to be use, stored, or disposed of on or about the Premises.
- (2) USER hereby warrants and represents that it shall comply with all Federal, State, DISTRICT, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Premises.

C. Notice

USER agrees to immediately notify DISTRICT when a spill, leak, or escape (hereinafter referred to as Release) of hazardous substances occurs on, in or under the Premises for which it is the causal party or has knowledge thereof.

D. Damage/Spillage

- (1) In the event of a Release of any hazardous substances for any reason for which the USER is the causal party or has knowledge thereof, USER shall immediately notify DISTRICT at (626) 458-4357 (HELP), and make necessary repairs and erect necessary restraints and impoundments to prevent discharge into any property, channel, ocean drainage system, or underground reservoirs. USER shall also promptly remove any and all hazardous substances released and restore the Premises and all other affected properties and/or facilities to their former condition or equivalent, in accordance with the DISTRICT's written specifications.

IN WITNESS WHEREOF, the said LOS ANGELES COUNTY FLOOD CONTROL DISTRICT and the COUNTY OF LOS ANGELES have caused this AGREEMENT to be executed on the day and year first written above.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

By: Greg Kelley
GREG KELLEY,
Assistant Deputy Director

COUNTY OF LOS ANGELES, on behalf of the
DEPARTMENT OF PARKS AND RECREATION

By: Russ Guiney
RUSS GUINEY,
Director

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
COUNTY COUNSEL

By: [Signature]
Deputy

WDS:adg
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